

18867-C

RECORDATION NO. _____ FILED 1425

JUN 30 1994 - 10 AM

INTERSTATE COMMERCE COMMISSION

LOAN AND SECURITY AGREEMENT

SUPPLEMENT NO. 1

LOAN AND SECURITY AGREEMENT SUPPLEMENT NO. 1 (this "*Loan Supplement*") dated June 30, 1994, between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee under that certain Trust Agreement dated as of the date hereof (in such capacity, together with each successor in such capacity, the "*Owner Trustee*"), and National City Leasing Corporation (the "*Lender*").

WITNESSETH:

WHEREAS, the Loan and Security Agreement dated as of June 30, 1994 (herein called the "*Loan Agreement*") from the Owner Trustee to the Lender, provides for the execution and delivery of a Loan Supplement thereto substantially in the form hereof, which shall particularly describe the Equipment (such term and other defined terms in the Loan Agreement being herein used with the same meanings) and shall specifically grant a security interest in such Equipment;

NOW, THEREFORE, the Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of, and interest and Premium, if any, upon the Notes at any time outstanding under the Loan Agreement according to their tenor and effect, and to secure the payment and performance of all other Secured Indebtedness and the performance and observance of all the covenants and conditions contained in the Notes, the Loan Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto the Lender, its successors and permitted assignees, forever, a security interest in all right, title and interests of the Owner Trustee in the Units of Equipment described in Schedule 1 attached hereto, whether tangible or intangible, wherever located or situated, whether now existing, owned or held or hereafter acquired or arising, excluding the Excepted Rights in Collateral, leased or to be leased under the Lease, together with (a) all Parts whether now owned or hereafter acquired, which becomes the property of Owner Trustee, (b) all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, which becomes the property of Owner Trustee, together with all the rents, issues, income and profits therefrom, and (c) any and all payments or proceeds payable to the Owner Participant or the Owner Trustee with respect to any Unit of Equipment as the result of the sale, lease or other disposition thereof.

TO HAVE AND TO HOLD the aforesaid property unto the Lender, its successors and assigns forever, upon the terms and conditions set forth in the Loan Agreement for the benefit, security and protection of the Holders.

This Loan Supplement shall be construed in connection with and as part of the Loan Agreement and all terms, conditions and covenants contained in the Loan Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Loan Supplement may refer to the "Loan and Security Agreement dated as of June 30, 1994" or the "Loan Agreement" without making specific reference to this Loan Supplement, but nevertheless all such references shall be deemed to include this Loan Supplement unless the context shall otherwise require.

This Loan Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Loan Supplement.

This Loan Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Owner Trustee has caused this Loan Supplement to be executed, and the Lender, has caused this Loan Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not individually but solely as Owner Trustee

By: _____
Its

NATIONAL CITY LEASING CORPORATION

By: Korah L. Johnson
Its VP

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 2 day of Sept, before me personally appeared Donald G. MacKelcan, to me personally known, who being by me duly sworn, says that he/she is a Senior Financial Services Officer of Delaware Trust Co. a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Grendle
Notary Public
SHARON M. GRENDLE
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 1997

(SEAL)

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is a _____ of the _____, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

(SEAL)

My commission expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is a _____ of _____, a _____ corporation, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF Kentucky)
) SS
COUNTY OF Jefferson)

On this 27 day of June, 1994 before me personally appeared Ronald Johnson, to me personally known, who being by me duly sworn, says that he/she is a vice-pres. of the _____, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Carrie Clark
Notary Public

(SEAL)

Notary Public, State at Large, KY.

My commission expires: My commission expires Aug. 2, 1995

Schedule 1 to Loan
Supplement No. 1

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Size and Type of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>
70	116-Ton Aluminum Rapid Discharge Hopper Railcars	Trinity Industries, Inc.	TWRY 94100 - TWRY 94169